

Tabetha A. Martinez, Esq. (NV 14237)
Justin Pasquale, Esq. (NV 15079)
BURGER, MEYER & D'ANGELO, LLP
 400 South 4th St., Suite 500
 Las Vegas, NV 89101
 Telephone: (949) 427-1888
 Facsimile: (949) 427-1889
 Email: tmartinez@burgermeyer.com
jpasquale@burgermeyer.com

Attorneys for Defendant
WALMART INC.

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

JODI MORALES, individually,

Plaintiff,

vs.

WALMART, INC. dba WALMART; a foreign
corporation; DOES EMPLOYEES 1-10; and
ROE BUSINESS ENTITIES 1-10, inclusive.

Defendant.

Case No.: 2:24-cv-01492-DJA

STIPULATED
PROTECTIVE ORDER

The parties have stipulated to the entry of this Protective Order pursuant to Fed. R. Civ. P. 26(c), LR IA 6-2, and the Ninth Circuit's directives in *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006). Discovery in this action related to the claims and defenses asserted includes documents and/or information that Defendant Walmart Inc. asserts are confidential and/or proprietary. The parties desire to set forth processes to protect the confidentiality of information and documents that a party deems confidential and/or proprietary. Therefore, with good cause appearing,

IT IS HEREBY ORDERED THAT:

1. Designation of Confidential Documents and Information. The Responding Party shall mark as "confidential" or "produced pursuant to protective order" or in some similar fashion any document for which it claims protection under this order. The documents, things and information contained in

1 them or gleaned from them shall only be used, shown and disclosed only as provided in this order.
 2 The term “confidential documents and information” as used in this order shall be construed to include
 3 the documents and materials so marked, and their content, substance and the information contained
 4 in or gleaned from them. The term shall also be construed to include any summaries, quotes, excerpts
 5 and/or paraphrases of the documents, things or information. The designation shall be made in good
 6 faith and shall not be made with respect to any document which is in the public domain, such as
 7 patents, or any other document which has previously been produced or disseminated without
 8 confidentiality protection.

9 2. Access to Confidential Documents and Information by Qualified Persons. This protective
 10 order is limited to the context of pretrial civil discovery. This protective order does not restrict
 11 dissemination of information if gained from other public sources outside of pretrial civil discovery.
 12 Accordingly, access to confidential documents and other materials, any parts thereof, any summaries
 13 or extracts thereof, as well as matters contained therein which are produced or obtained exclusively
 14 through pre-trial discovery shall be limited to the following “qualified persons.” The following
 15 persons are automatically deemed a “qualified person:”

- 16 a. This Court and its employees;
- 17 b. The jurors;
- 18 c. Counsel of record for the parties to this lawsuit;
- 19 d. Those paralegals, stenographic and clerical employees who are employed by and
 20 assisting counsel of record;
- 21 e. The parties of record and their officers, directors, employees, counsel of record and
 22 insurers to the extent necessary to assist in preparing for discovery, depositions, resolution,
 23 or for trial, or who are otherwise assisting in this litigation;
- 24 f. Deposition witnesses;
- 25 g. Witnesses called at trial;
- 26 h. Any mediator who is assigned/chosen to hear this matter, and his/her staff, subject
 27 to their agreement to maintain confidentiality to the same degree as required by this
 28 stipulation; and

i. Any expert or consultant (including persons directly employed by such experts or consultants) who has been retained or specially employed by a party in anticipation of this litigation or for trial of this case, to the extent necessary to assist in the litigation, and who has signed a written certification in the form set forth in **Attachment A**; provided, however, that no confidential documents and information shall be disseminated to any expert or consultant:

i. Who is an employee of a direct business competitor of the party producing the information; or

ii. Who is employed by a direct business competitor of the party producing the information and who directly participates in design, manufacturing, marketing, or service activities of direct business competitors.

h. Any certified shorthand or court reporters retained to report a deponent's testimony taken in this litigation;

i. Persons shown on the face of a document to have authored or received it;

j. Any person whom the parties agree, in advance and in writing, may receive such protected information, provided that the person has signed a written certification in the form set forth in **Attachment A**.

k. To any other persons as required by law or Court order.

Counsel of record shall maintain such certifications for all designated experts and shall provide copies of the certifications upon demand to counsel for any opposing party. Demand to one counsel of record for a party is deemed to be a demand to all counsel of record for a party.

3. Challenges to Claims of Confidentiality. If a party contends that any documents, information or portions of them which another party or third party has designated as confidential are not entitled to protection, the parties in good faith will confer and attempt to reach an agreement. If the parties cannot reach an agreement, the party seeking to reclassify may seek appropriate relief from the court, with the party seeking to maintain the confidential designation bearing the burden to establish the claim of confidentiality. The documents and information shall remain confidential until their status is changed by stipulation or order of the Court. If the Court determines the confidential

1 designation was unreasonable or unjustified, the Court may award the moving party's attorney fees
2 and costs.

3 4. Use of Confidential Documents and Information Generally. Confidential documents,
4 things and information may be used solely in connection with this lawsuit and for no other purpose.
5 No qualified person who gains access to the confidential documents, things and information may
6 disclose them or their contents to any other person without the written stipulation of the producing
7 party or by order of this Court.

8 5. Use of Confidential Documents and Information in this Lawsuit. Confidential documents,
9 things and information may be used at trial, arbitration or at depositions, in accordance with the
10 following safeguards. If confidential documents, things and information are used in depositions, all
11 portions of the transcript of such depositions and exhibits thereto which refer to or relate to such
12 confidential documents, things or information shall themselves be considered as confidential
13 documents. The party introducing during a deposition such confidential documents, thing and
14 information shall ensure that the court reporter binds the confidential portions of the transcript and
15 exhibits separately and labels them "confidential." In addition, each deponent is ordered that he may
16 not divulge any confidential documents, things or information except to qualified persons.
17 Confidential documents, things or information may be offered at the trial and/or arbitration of this
18 matter for consideration by the trier of fact.

19 6. Filing and Sealing.

20 A. To the extent that a pleading or other paper references a document designated for
21 protection under this Order, then the pleading or other paper shall refer the Court to the particular
22 document filed under seal without disclosing the contents of any confidential information.

23 B. Before any document designated for protection under this Order is filed under seal with
24 the Clerk, the filing party shall first consult with the party that originally designated the document
25 for protection under this Order to determine whether, with the consent of that party, the exhibit may
26 be filed with the Court not under seal.

27 C. Where agreement is not possible or adequate, a document designated for protection under
28 this Order shall only be filed electronically under seal in accordance with the electronic case filing

1 procedures of this Court, including, without limitation, LR IA 10-5, and the requirements of
2 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006) and its progeny. Any
3 motion brought pursuant to this provision must be accompanied by a competent certification that the
4 parties were unable to reach an agreement about an unsealed filing.

5 D. Where filing electronically under seal is not possible or adequate, before a document
6 designated for protection under this Order is filed with the Clerk, it shall be placed in a sealed
7 envelope marked CONFIDENTIAL which envelope shall also display the case name, docket
8 number, a designation of what the exhibit is, the name of the party on whose behalf it is submitted,
9 and the name of the attorney who has filed the exhibit on the front of the envelope. A copy of any
10 document filed under seal may also be delivered to the judicial officer's chambers. All documents
11 filed under seal shall be served upon the non-disclosing party in paper form, notwithstanding whether
12 said documents are electronically filed, in accordance with LR IC 4-1(c).

13 E. To the extent that it is necessary for a party to discuss the contents of any document
14 designated for protection under this Order in a pleading or other paper filed with this Court, then
15 such portion of the pleading or other paper shall be filed under seal. In such circumstances, counsel
16 shall prepare two versions of the pleading or other paper: a public and a sealed version. The public
17 version shall contain a redaction of references to CONFIDENTIAL documents. The sealed version
18 shall be a full and complete version of the pleading or other paper and shall be filed with the Clerk
19 under seal as set forth above. A copy of the unredacted pleading or other paper also may be delivered
20 to the judicial officer's chambers.

21 7. Disposal at the Conclusion of this Action. At the conclusion of this action, including any
22 appeal, or upon the settlement and/or dismissal of the litigation, all confidential documents, things
23 and information, and all copies thereof, shall be disposed of by the receiving party. Counsel for the
24 parties may preserve work product and privileged documents in their permanent files even though
25 such documents may reflect or contain confidential documents or information.

26 8. Amendments. Nothing in this order will prevent either party from seeking amendments
27 broadening or restricting the rights of access to and the use of confidential documents or information
28 or contesting the designation of a confidential document or qualified person.

9. Execution. Facsimile copies of signature pages may be used as originals and this Stipulated Protective Order may be executed in counterparts with the same full force and effect. This Stipulation and Protective Order consists of 8 pages inclusive of a single one-page exhibit and is executed on the dates set forth below.

IT IS SO ORDERED:



UNITED STATES MAGISTRATE JUDGE

DATED: 10/21/2024

DATED: October 18, 2024



Tabetha A. Martinez, Esq.
Nevada Bar No. 14237
Justin Pasquale, Esq.
Nevada Bar No. 15079
BURGER, MEYER & D'ANGELO

Attorneys for Defendants

DATED: October 18, 2024

/s/ Cory Rex

Cory Rex, Esq.
Nevada Bar No. 10577
REX LAW

Attorney for Plaintiff

ATTACHMENT A

NONDISCLOSURE AGREEMENT

I, _____, do solemnly swear that I am fully familiar with the terms of the Stipulated Protective Order entered in *Jodi Morales v. Walmart, Inc., dba Walmart et al.*, United States District Court for the District of Nevada, Case No.: 2:24-cv-01492-DJA and hereby agree to comply with and be bound by the terms and conditions of that Stipulated Protective Order unless and until modified by further order of this Court. I hereby consent to the jurisdiction of said Court for the purposes of enforcing this order.

Dated: _____

Signed: _____

Alexandria Raleigh

From: cory rex <cory@coryrex.com>
Sent: Friday, October 18, 2024 8:51 AM
To: Alexandria Raleigh; Tabettha Martinez
Cc: Justin Pasquale
Subject: Re: Jodi Morales v Walmart re inspection

u can use my esig

From: Alexandria Raleigh <araleigh@burgermeyer.com>
Sent: Friday, October 18, 2024 8:44 AM
To: cory rex <cory@coryrex.com>; Tabettha Martinez <tmartinez@burgermeyer.com>
Cc: Justin Pasquale <jpasquale@burgermeyer.com>
Subject: RE: Jodi Morales v Walmart re inspection

Good Morning,

Please see the attached doc with your changes and verify whether we can affix your e-signature.

Thank you.

Alexandria C. Raleigh
Legal Assistant/Paralegal
araleigh@burgermeyer.com
BURGER, MEYER, D'ANGELO LLP
400 S. 4th Street, Suite 500
Las Vegas, Nevada 89101
Telephone: (725) 242-8525
Facsimile: (949) 427-1889

NOTICE: This e-mail transmission (and/or the attachments accompanying it) may contain confidential information belonging to Burger, Meyer & D'Angelo, LLP which is protected by the attorney-client privilege. The information is intended only for the use of the intended recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. Any unauthorized interception of this transmission is illegal. If you have received this transmission in error, please promptly notify the sender by reply e-mail, and then destroy all copies of the transmission.

From: Justin Pasquale <jpasquale@burgermeyer.com>
Sent: Wednesday, October 16, 2024 11:56 AM
To: cory rex <cory@coryrex.com>; Tabettha Martinez <tmartinez@burgermeyer.com>; Alexandria Raleigh <araleigh@burgermeyer.com>
Subject: RE: Jodi Morales v Walmart re inspection

Cory,

I'm fine with your revisions to the proposed PO. See the attached doc with your changes and verify whether we can affix your e-signature.